

Certificate of Notice Page 1 of 4
United States Bankruptcy Court
Eastern District of Pennsylvania

In re:
Viliphont Phetmoukda
Debtor

Case No. 15-17770-amc
Chapter 13

CERTIFICATE OF NOTICE

District/off: 0313-2

User: JEGilmore
Form ID: pdf900

Page 1 of 1
Total Noticed: 6

Date Rcvd: Mar 19, 2018

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 21, 2018.

db +Viliphont Phetmoukda, 5829 N. 6th Street, Philadelphia, PA 19120-1302
cr ++AMERICREDIT FINANCIAL SERVICES DBA GM FINANCIAL, PO BOX 183853, ARLINGTON TX 76096-3853
(address filed with court: Americredit Financial Services dba GM Financial, PO Box 183853, Arlington, TX 76096)

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.
smg E-mail/Text: bankruptcy@phila.gov Mar 20 2018 01:52:16 City of Philadelphia,

City of Philadelphia Law Dept., Tax Unit/Bankruptcy Dept, 1515 Arch Street 15th Floor,
Philadelphia, PA 19102-1595

smg E-mail/Text: RVSVCBICNOTICE1@state.pa.us Mar 20 2018 01:51:53
Pennsylvania Department of Revenue, Bankruptcy Division, P.O. Box 280946,
Harrisburg, PA 17128-0946

smg +E-mail/Text: usapae.bankruptcynotices@usdoj.gov Mar 20 2018 01:52:15 U.S. Attorney Office,
c/o Virginia Powel, Esq., Room 1250, 615 Chestnut Street, Philadelphia, PA 19106-4404

cr +E-mail/Text: bnc@atlasacq.com Mar 20 2018 01:51:41 Atlas Acquisitions LLC, 294 Union St.,
Hackensack, NJ 07601-4303

TOTAL: 4

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

Addresses marked '++' were redirected to the recipient's preferred mailing address
pursuant to 11 U.S.C. 342(f)/Fed.R.Bank.PR.2002(g)(4).

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 21, 2018

Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 19, 2018 at the address(es) listed below:

JEREMY JOHN KOBESKI on behalf of Creditor Toyota Motor Credit Corporation paeb@fedphe.com
JOSHUA Z. GOLDBLUM on behalf of Debtor Viliphont Phetmoukda jzgoldblum@aol.com,
G14492@notify.cincompass.com
KEVIN G. MCDONALD on behalf of Creditor Toyota Motor Credit Corporation
KMcDonald@blankrome.com
MARIO J. HANYON on behalf of Creditor Toyota Motor Credit Corporation paeb@fedphe.com
REBECCA ANN SOLARZ on behalf of Creditor Toyota Motor Credit Corporation
bkgroup@kmlawgroup.com
United States Trustee USTPRegion03.PH.ECF@usdoj.gov
WILLIAM C. MILLER, Esq. ecfemails@ph13trustee.com, philaecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Viliphont Phetmoukda		CHAPTER 13
	<u>Debtor</u>	
Toyota Motor Credit Corporation		
	<u>Movant</u>	
vs.		NO. 15-17770 AMC
Viliphont Phetmoukda		
	<u>Debtor</u>	
William C. Miller Esq.		11 U.S.C. Section 362
	<u>Trustee</u>	

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. A Motion for Relief was filed on January 16, 2018 with arrears in the amount of \$467.63 for the month of September 2017 and \$651.81 for the months of October 2017 through December 2017, totaling \$2,423.06;

2. Three money orders payable to Toyota Financial Services totaling \$2,424.00 were sent on February 10, 2018.

3. The current post-petition arrearage on the loan held by the Movant on the Debtor's vehicle is \$1,302.68, which breaks down as follows;

Post-Petition Payments:	January 2018 through February 2018 at \$651.81/month
Suspense Balance:	(\$0.94)
Total Post-Petition Arrears	\$1,302.68

4. The Debtor(s) shall cure said arrearages in the following manner;

a). Within ten (10) days of the entered Order approving this Stipulation, a payment will be made in the amount of **\$800.00**;

b). Beginning on March 29, 2018 and continuing through August 29, 2018, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of **\$651.81** on the loan (or as adjusted pursuant to the terms of the loan) on or before the twenty-ninth (29th) day of each month plus an installment payment of **\$83.78 from March 2018 to August 2018** towards the arrearages on or before the last day of each month at the address below:

Toyota Motor Credit Corporation
P.O. Box 9490
Cedar Rapids, Iowa 52409-9490

c). Maintenance of current monthly loan payments to the Movant thereafter.

5. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

6. In the event the payments under Section 4 above are not tendered pursuant to the terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

7. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

8. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.

9. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

10. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the vehicle and applicable law.

11. The parties agree that a facsimile signature shall be considered an original signature.


Date: March 8, 2018

By: /s/ Rebecca A. Solarz, Esquire
Rebecca A. Solarz, Esquire
Attorney for Movant

Date: 3/11/18

Joshua Z. Goldblum
Joshua Z. Goldblum, Esquire
Attorney for Debtor

Date: 3-14-18




William C. Miller
Chapter 13 Trustee

JACK MILLER

no objection

Approved by the Court this 19th day of March, 2018. However, the court
retains discretion regarding entry of any further order.



Bankruptcy Judge
Ashely M. Chan